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REGISTRATION NO. 16514
FILED 1426

SEP 13 1989 -2 30 PM

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

September 12, 1989

Amoco Chemical Company
Lease Financing Dated as of August 1, 1989
Conditional Sale Indebtedness Due February 27, 2009,
June 14, 2009, and January 2, 2010

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Amoco Chemical Company, for filing and recordation, counterparts of each of the following documents:

1. Conditional Sale Agreement dated as of August 1, 1989, among Amoco Chemical Company, as Seller, The Connecticut National Bank, as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.

2. (a) Lease of Railroad Equipment dated as of August 1, 1989, between Amoco Chemical Company, as Lessee, and The Connecticut National Bank, as Trustee; and

(b) Assignment of Lease and Agreement dated as of August 1, 1989, between The Connecticut National Bank, as Trustee, and Mercantile-Safe Deposit and Trust Company, as Agent.

The names and addresses of the parties to the aforementioned agreements are as follows:

1. Agent:

Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, Maryland 21203

2. Trustee:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

3. Seller-Lessee:

Amoco Chemical Company
200 East Randolph Drive
Chicago, Illinois 60601

Please file and record the documents referred to in this letter and index them under the names of the Agent, the Trustee and the Seller-Lessee.

The equipment covered by the aforementioned documents is listed on Exhibit A attached hereto.

There is also enclosed a check for \$26.00 payable to the Interstate Commerce Commission, representing the fee for recording the Conditional Sale Agreement and the Lease of Railroad Equipment and related Assignment of Lease and Agreement (together constituting one document).

Please stamp all counterparts of the enclosed documents with your official recording stamp. You will wish to retain one copy of the instruments and this transmittal letter for your files. It is requested that the remaining counterparts of the documents be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as Agent for Amoco Chemical
Company

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

9/13/89

OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, N.Y. 10019

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/13/89 at 2:30pm, and assigned recordation number(s). 16514, 16514-A & 16514-B

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16514 A

REGISTRATION NO. _____ FILED 1488

SEP 13 1989 --2 30 PM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref: 6648-001]

LEASE OF RAILROAD EQUIPMENT

Dated as of August 1, 1989

Between

AMOCO CHEMICAL COMPANY,

as Lessee,

and

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity
but solely as Trustee for
an Owner

Certain rights and interests of the Trustee under this Lease are subject to a security interest in favor of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent for institutional investors. The original of this Lease is held by said Agent.

Lease of Railroad Equipment

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* This Table of Contents has been included in this document for convenience only and does not form a part of or affect any construction or interpretation of this document.

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LEASE OF RAILROAD EQUIPMENT dated as of August 1, 1989, between AMOCO CHEMICAL COMPANY, a Delaware corporation (in such capacity "Lessee"), and THE CONNECTICUT NATIONAL BANK, a national banking association acting not in its individual capacity but solely as Trustee ("Trustee") under a Trust Agreement dated as of the date hereof with First Chicago Leasing Corporation, a Delaware corporation ("Owner").

WHEREAS the Trustee is entering into a conditional sale agreement (the "CSA") with Amoco Chemical Company ("Seller"), pursuant to which the Trustee has agreed to purchase and take delivery of the railroad equipment described in Schedule A hereto ("Equipment"); and

WHEREAS the Seller is assigning its interests pursuant to the CSA to Mercantile-Safe Deposit and Trust Company, acting as Agent (together with its successors and assigns, "Agent"), under a Participation Agreement dated as of the date hereof ("Participation Agreement") with the Lessee, Amoco Corporation ("Guarantor"), the Trustee, the Owner and State of Wisconsin Investment Board ("Investor" and together with its successors and assigns, "Investors"); and

WHEREAS the Lessee will lease from the Trustee all the units of the Equipment as are delivered and accepted under the CSA at the rentals and for the term and upon the conditions hereinafter provided (each such unit being hereinafter called "Unit"); and

WHEREAS the Trustee will assign certain of its rights under this Lease for security to the Agent pursuant to an Assignment of Lease and Agreement ("Lease Assignment") and the Lessee will consent to the Lease Assignment pursuant to a Lessee's Consent and Agreement ("Consent"); and

WHEREAS the Guarantor will pursuant to the Participation Agreement unconditionally guarantee the due and punctual performance of all obligations of the Lessee under the Participation Agreement, this Lease, the Consent and the

Tax Indemnity Agreement as more fully set forth in Section 19 thereof;

NOW, THEREFORE, in consideration of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Trustee hereby leases the Units to the Lessee upon the following terms and conditions:

SECTION 1.01. Net Lease. This Lease is a net lease. The Lessee's obligation to pay all rentals and other amounts hereunder shall be absolute and unconditional and, except as provided in Section 7 hereof, the Lessee shall not be entitled to any abatement of rent, reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due or alleged to be due by reason of any past, present or future claims of the Lessee against the Trustee, the Agent or the Investors, whether under this Lease, under the CSA or otherwise, including the Lessee's rights by subrogation thereunder against any manufacturer ("Manufacturer") of the Units or the Agent or otherwise; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Trustee or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of the Units from whatsoever cause, any liens, encumbrances or rights of others with respect to any of the Units, the prohibition of or other restriction against the Lessee's use of all or any of the Units, the interference with such use by any person or entity, the invalidity or unenforceability or lack of due authorization of this Lease, any insolvency of or bankruptcy, reorganization or similar proceeding against the Lessee, the Trustee or the Owner, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any of the Units except in accordance with the express terms hereof. Each rental or other payment made by the Lessee hereunder (other than sums which are Excepted Rights as defined in Section 1 of the Lease Assignment) shall be final and the Lessee shall not seek to

recover all or any part of such payment from the Trustee or the Agent for any reason whatsoever.

SECTION 2.01. Delivery and Acceptance of Units. The Trustee hereby appoints the Lessee its agent for inspection and acceptance of the Units pursuant to the CSA. Each delivery of a Unit to the Trustee under the CSA shall be deemed to be a delivery hereunder to the Lessee at the point or points within the United States of America at which such Unit is delivered to the Trustee under the CSA. Upon such delivery, the Lessee will cause, or will have caused, an employee or agent of the Lessee to inspect the same, and if such Unit is found to be acceptable, to accept delivery of such Unit on behalf of the Trustee under the CSA and itself hereunder whereupon such Unit shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all the terms and conditions of this Lease. On each Closing Date under the CSA the Lessee will execute and deliver to the Trustee a certificate of acceptance ("Certificate of Acceptance") in accordance with the provisions of Article 3 of the CSA, stating that each Unit in question has been inspected and accepted on behalf of the Lessee and the Trustee on the date of such Certificate of Acceptance and is marked in accordance with Section 5 hereof.

SECTION 2.02. All Units which are delivered and accepted hereunder pursuant to the CSA (i) on or prior to the first Closing Date (as defined in Article 4(b) of the CSA), shall be designated Series A Units, (ii) after the first Closing Date, and on or prior to the second Closing Date, shall be designated Series B Units and (iii) after the second Closing Date and on or before the Cut-off Date (as defined in Article 3(b) of the CSA) shall be designated Series C Units.

SECTION 3.01. Rentals. With respect to each of the Units subject to this Lease, the Lessee will pay to the Trustee the rentals shown in Schedule B hereto as applicable to Series A Units, Series B Units or Series C Units. Each payment of rent shall be made in arrears or in advance, and shall apply to a specific semi-annual time period, all as stated in Schedule B hereto.

SECTION 3.02. As used herein, the term "Type" refers to the type of the different Units as shown in Schedule A hereto.

SECTION 3.03. The rentals shown in Schedule B hereto, the Casualty Values and Termination Values shown in Schedule C hereto and the CSA Indebtedness amortization shown in Schedule I to the CSA have been calculated on the

assumptions that (i) the Series A Units will be settled for on August 30, 1989, the Series B Units will be settled for on December 15, 1989, and the Series C Units will be settled for on July 3, 1990, (ii) the fees and expenses payable by the Owner pursuant to Section 12 of the Participation Agreement will be equal to 1% of the aggregate Purchase Price of the Units, (iii) the interest rate on the Series A, the Series B and the Series C CSA Indebtedness will be 10% and the amortization of the CSA Indebtedness will be as set forth in Schedule I of the CSA, and (iv) no Change in Tax Law shall have occurred after the execution and delivery of this Lease and prior to the settlement under the CSA for the Units in question. (The term "Change in Tax Law" means (A) the enactment of any change in the Internal Revenue Code of 1986, as amended (the "Code"), or the promulgation of any change in the related Income Tax Regulations and/or (B) the issuance of proposed regulations or an administrative announcement or any other change in tax law if such proposed regulations, announcement or change shall be pursuant to Section 467 of the Code or otherwise with respect to the accrual of rental income, which in either case would affect the tax assumptions described in Section 1 of the Tax Indemnity Agreement or the Owner's accrual of rental income under the Lease.) If any of the foregoing assumptions proves to be incorrect or if the Lessee elects to have a rental adjustment pursuant to Section 3(c) of the Tax Indemnity Agreement, such rentals, Casualty Values and Termination Values and CSA Indebtedness amortization (subject to Section 17(a) of the Participation Agreement) will be adjusted upward or downward by the amount necessary to maintain the Owner's net after-tax yield and total after-tax cash flow, without regard to the timing thereof, using the multiple investment sinking fund method (such net after-tax yield and total after-tax cash flow being herein-after called "Net Economic Return") (computed on the same assumptions (including compliance with Revenue Procedures 75-21 and 75-28) as were originally utilized by the Owner in calculating such rental rates, Casualty Values and Termination Values and amortization schedules) while minimizing the present value of the rentals of the Lessee (such present value to be determined by using the applicable Debt Rate as defined in Article 4(d) of the CSA); provided, however, that, unless the parties shall otherwise agree, no such adjustment shall be made in respect of a Change in Tax Law unless the Owner shall have given written notice thereof to the Lessee prior to the settlement for the Units in question; provided further, however, that if any such adjustment shall be made in respect of proposed regulations or an administrative announcement and there shall subsequently be issued proposed regulations or final regulations or an administrative announcement pursuant to Section 467 of the Code or otherwise with respect to the accrual of rental

income that results in an effect on the Owner's net after-tax yield or total after-tax cash flow that is less adverse to the Owner than the effect on the basis of which the original adjustment shall have been made, then such rentals, Casualty Values and Termination Values and amortization schedules will be further adjusted by the amount necessary to maintain the Owner's net after-tax yield and total after-tax cash flow in accordance with the foregoing provisions. Such rentals, Casualty Values and Termination Values and CSA Indebtedness amortization have also been calculated on the assumption that the average yield to maturity of the five (5) year Treasury constant maturities for the one week prior to the tenth business day prior to each Closing Date (as defined in paragraph (b) of Article 4 of the CSA), as published in the Federal Reserve Statistical Release Report H.15 will be 8.35%; and if such assumption is not correct, such rentals, Casualty Values and Termination Values and CSA Indebtedness amortization shall be adjusted to maintain the same Owner's spread of pre-tax yield above the 8.35% Treasury rate reflected in such rentals, Casualty Values and Termination Values and CSA Indebtedness amortization. Any dispute with respect to the computation of the amount of any adjustments made pursuant to this Section 3.03 shall be resolved by Deloitte Haskins & Sells or any other nationally recognized certified public accounting firm acceptable to the Lessee and the Owner (it being agreed by the Lessee and the Owner that such resolution shall apply only to computations and that any dispute between the Lessee and the Owner as to the interpretation of the provisions of this Agreement shall not be resolved in the manner set forth in this sentence).

SECTION 3.04. Upon written notice to the Trustee, the Owner, the Agent and the Investor, the Lessee shall have the option to exclude any Units from this Lease prior to the applicable Closing Date if the rental adjustment pursuant to clause (iv) of the preceding Section 3.03 would cause the net present value of the aggregate rental payments with respect to such Units to increase by 4% or more as of the applicable Closing Date for such Units over the net present value calculated as of the date on which the Lessee and the Owner entered into a formal commitment with respect to the rental payments hereunder. In each case such net present value shall be computed at 10%, compounded semiannually.

SECTION 3.05. Notwithstanding anything to the contrary set forth herein, the rentals, the Casualty Values and the Termination Values, as adjusted pursuant to this Section 3, shall always be sufficient (except in the case of the first interest payment on each Series of CSA Indebtedness) to satisfy the obligations of the Trustee under the CSA regardless of any limitation of liability set

forth therein and the date on which any rental or Casualty Value or Termination Value is payable shall in any event be consistent with the Trustee's payment obligations under the CSA. In no event shall the foregoing covenant be construed as a guarantee by the Lessee of the CSA Indebtedness.

SECTION 3.06. If any of the rental payment dates referred to above is not a business day (as such term is defined in Article 4 of the CSA), the rental payment otherwise payable on such date shall then be payable on the following business day, and no interest shall be payable for the period from and after the scheduled date for payment thereof to such following business day.

SECTION 3.07. For so long as the CSA shall remain in effect, the Trustee irrevocably instructs the Lessee to make all the payments due the Trustee provided for in this Lease (other than sums which are included within Excepted Rights) to the Agent, for the account of the Trustee, in care of the Agent, with instructions to the Agent (a) first to apply such payments to satisfy the obligations of the Trustee under the CSA and the Participation Agreement due and payable thereunder on the date such payments are due and payable hereunder and (b) second, so long as no event of default under the CSA shall have occurred and be continuing, to pay any balance promptly to the Trustee or as directed by the Trustee in immediately available funds at such place as the Trustee shall specify in writing, and the Trustee hereby directs the Agent to make such payments (except indemnity payments due the Trustee) directly to the Owner.

SECTION 3.08. The Lessee agrees to make each payment provided for herein as contemplated by this Section 3 by wire transfer in immediately available funds at or prior to 11:00 a.m. Baltimore time to the office of the Agent (at 2 Hopkins Plaza, Baltimore, Maryland 21203, attention of Corporate Trust Department, Account No. 620081-8) on the date due, or if the CSA shall no longer be in effect, at the office of the Trustee.

SECTION 4.01. Term of Lease. The original term of this Lease as to each Unit consists of an Interim Term and a Base Term, each as described below. The Interim Term as to each Unit shall begin on the date of delivery and acceptance of such Unit hereunder as aforesaid and, subject to the provisions of Section 7 and 10 hereof, shall terminate at 12:01 A.M. on the date that is six months less one day from the commencement of the Lease as to such Unit. The Base Term as to each Unit, subject to the provisions of Sections 7, 10, and 13 hereof, shall be for a period of twenty years commencing immediately upon the termination of the Interim Term as to such Unit. Except for obligations of

the Lessee hereunder which are specifically stated to terminate at a fixed time, the obligations of the Lessee hereunder with respect to any Unit (including, but not limited to, the obligations under Sections 6, 9.06, 11, 14 and 19 hereof) shall survive the expiration of the term of this Lease with respect to such Unit.

SECTION 4.02. Notwithstanding anything to the contrary contained herein, all rights and obligations of the Lessee under this Lease and in and to the Units are subject to the rights of the Agent under the CSA. If an event of default should occur under the CSA, the Agent may terminate this Lease (or rescind its termination), all as provided therein, provided, however, that so long as (i) no Event of Default (as defined in Section 10.01 hereof) exists hereunder and (ii) the Lessee is complying with the provisions of this Lease and the Consent, this Lease may not be terminated and the Lessee shall be entitled to the quiet enjoyment of the Equipment and the rights of possession, use and assignment provided under Section 12 hereof.

SECTION 5.01. Identification Marks. The Lessee will cause each Unit to be kept numbered with the identifying number set forth in Schedule A hereto or in the case of any Unit not there listed such identifying number as shall be set forth in any amendment or supplement hereto extending this Lease to cover such Unit. The Lessee will not change or permit to be changed the identifying number of any Unit unless and until (i) a statement of new number or numbers to be substituted therefor shall have been filed with the Agent and the Trustee and filed, recorded and deposited by the Lessee in all public offices where this Lease and the CSA shall have been filed, recorded and deposited and (ii) the Lessee shall have furnished the Agent and the Trustee an opinion of counsel to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect the Agent's and the Trustee's interests in such Units and no filing, recording, deposit or giving of notice with or to any other Federal, state or local government or agency thereof is necessary to protect the interests of the Agent and the Trustee in such Units.

SECTION 5.02. Except as above provided, the Lessee will not allow the name of any person, association or corporation to be placed on any Unit as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may permit the Equipment to be lettered with the names, trademarks, initials or other insignias customarily used by the Lessee on railroad equipment used by it of the same or a similar type for convenience of identification of its rights to use the Equipment

under this Lease, and the Equipment may be lettered in an appropriate manner for convenience of identification of the interest of the Lessee therein.

SECTION 6.01. Taxes. Whether or not the transactions contemplated by the Documents are consummated, the Lessee agrees to pay, and to indemnify and hold harmless the Trustee, both in its individual and trust capacities, the Owner and its affiliates, the Agent and the Investors and their respective successors, assigns, principals, or agents and servants (the "Indemnified Persons") on an after-tax basis from all taxes, assessments, fees, withholdings, excises, levies, imposts, duties and other governmental charges of any nature whatsoever, together with any penalties, fines, additions to tax or interest thereon (all such taxes, assessments, fees, withholdings, excises, levies, imposts, duties, charges, penalties, fines, additions to tax and interest imposed as aforesaid being hereinafter called "Taxes"), imposed by any Federal, state or local taxing authority of the United States or by a taxing authority of any foreign country or subdivision thereof, upon or with respect to: (a) the Lessee or any Unit or any part thereof; (b) the manufacture, purchase, ownership, delivery, substitution, sale, leasing, possession, use, operation, transfer of title, return or other disposition thereof; (c) the rentals, receipts or earnings arising therefrom; (d) this Lease, the Lease Assignment, the Consent, the Trust Agreement, the Participation Agreement, the CSA or any other Document (as defined in the Participation Agreement), or any amendment or supplement to any of the foregoing; or (e) any payment made pursuant to any such agreement, or the property, the income or other proceeds received with respect to property held in trust by the Trustee under the Trust Agreement or by the Agent under the CSA; excluding, however, (i) Taxes imposed by any United States Federal, state or local taxing authority or by any foreign taxing authority (other than Taxes in the nature of sales, use or rental Taxes imposed on an Indemnified Person other than an Investor or the Agent or any related Indemnified Person with respect to either thereof (as defined below)) that are based upon or measured by gross or net income or gross or net receipts (including any minimum or alternative minimum Taxes, withholding Taxes and any Taxes on or measured by any items of tax preference); provided, however, that, in the case of any Indemnified Person other than the Agent, any Investor or any related Indemnified Person with respect to either thereof the exclusion set forth in this clause (i) shall not apply to Taxes imposed by a taxing authority of a foreign country with respect to a Unit if such Taxes result exclusively from the location or registration of such Unit in the foreign jurisdiction

imposing such Taxes; (ii) franchise Taxes, Taxes on doing business (including those based on gross receipts) and Taxes on capital or net worth (in each case, other than Taxes in the nature of sales, use or rental Taxes imposed on any Indemnified Person other than the Agent, any Investor or any related Indemnified Person with respect to either thereof and any foreign Taxes imposed on any Indemnified Person other than the Agent, any Investor or any related Indemnified Person with respect to either thereof with respect to a Unit resulting solely from the location or registration of such Unit in the foreign jurisdiction imposing such Taxes); (iii) Taxes imposed on or with respect to an Indemnified Person resulting from (x) any voluntary or involuntary transfer by such Indemnified Person or a related Indemnified Person with respect thereto of any interest in a Unit or any part thereof or any interest arising under the Documents other than (A) a transfer pursuant to the exercise of remedies in connection with an Event of Default by the Lessee under the Lease; (B) a transfer resulting from a Casualty Occurrence or (C) with respect to taxes resulting from such transfer as are not normally borne by a seller, a transfer pursuant to the exercise by the Lessee of any termination or purchase option or (y) any transfer of any of the foregoing interests in connection with any bankruptcy or other proceeding for the relief of debtors in which such Indemnified Person or a related Indemnified Person with respect thereto is the debtor or any foreclosure by a creditor of such Indemnified Person or a related Indemnified Person with respect thereto other than a bankruptcy (or other proceeding) or a foreclosure caused by an Event of Default (a person shall be considered a "related" Indemnified Person with respect to an Indemnified Person for purposes of this Section 6.01 if such person is an affiliate, successor, assignee, officer, director, predecessor, assignor, employer or principal thereof, or a person of which any of the foregoing is a director; in addition, the Trustee shall be considered a "related" Indemnified Person with respect to the Owner, the Trust Estate (as defined in Section 1.02 of the Trust Agreement) and any related Indemnified Person with respect to either of the foregoing; the Owner and any related Indemnified Person with respect thereto shall be considered "related" Indemnified Persons with respect to the Trust Estate, the Trustee and any related Indemnified Person with respect to either of the foregoing; the Trust Estate shall be considered a "related" Indemnified Person with respect to the Trustee, the Owner and any related Indemnified Person with respect to either of the foregoing; and the Agent, each Investor and any related Indemnified Person with respect to any thereof shall be considered related Indemnified Persons with respect to each

other); (iv) any interest, penalties or additions to tax that would not have resulted but for the failure of an Indemnified Person or a related Indemnified Person to file any return properly and timely unless such failure shall be caused by the failure of the Lessee to fulfill its obligations, if any, under Section 6.04 hereof with respect to such return; (v) with respect to any Indemnified Person, any Tax that results from such Indemnified Person's or a related Indemnified Person's engaging, with respect to a Unit or any part thereof, in transactions other than those contemplated by the Documents; (vi) any Tax that is being contested in accordance with the contest provisions of Section 6.02 hereof during the pendency of such contest; provided, however, that the Trustee shall be receiving all amounts of rentals payable to it without reduction by reason of such Tax; (vii) any Tax attributable to a Unit that is imposed with respect to any period after the earliest of (x) the expiration of the term of the Lease with respect to such Unit (unless the Lessee has wrongfully failed to return such Unit), (y) return of possession of such Unit to the Owner and (z) the discharge in full of the Lessee's obligations to pay the Casualty Value or the Termination Value and all other amounts due, if any, under Section 7 of the Lease, as the case may be, with respect to such Unit; provided, however, that the exclusion set forth in this clause (vii) shall not apply to Taxes relating to events occurring or matters arising prior to or simultaneously with the earliest of (x), (y) and (z); (viii) any Tax to the extent such Tax would not have been imposed if an Indemnified Person or a related Indemnified Person with respect thereto had not engaged in activities in the jurisdiction imposing such Tax which activities are unrelated to the transactions contemplated by the Documents; (ix) any Taxes in the nature of value-added Taxes other than, in the case of the Trustee, the Owner and its affiliates and any related Indemnified Person with respect to any thereof, value-added Taxes imposed by a foreign taxing authority with respect to a Unit resulting solely from the location or registration of such Unit in the jurisdiction imposing such Taxes (for purposes of this clause (ix), "value-added Taxes" shall include Taxes similar to the so-called "value-added taxes", currently imposed in certain European countries but shall not include Taxes imposed by a state or local taxing authority in the United States that are substantially similar to the Taxes commonly referred to as "sales and use taxes" currently imposed in many states); (x) any Taxes resulting exclusively from, or that would not have been imposed but for the inaccuracy of any representation, warranty or covenant by an Indemnified Person or any related Indemnified Person with respect thereto and (xi) any Taxes imposed on any

Indemnified Person resulting from the gross negligence or willful misconduct of such Indemnified Person or a related Indemnified Person with respect thereto. As used in the Documents, the term "after-tax basis" shall mean, with respect to any payment to be received or deemed to have been received by an Indemnified Person, that the amount to be paid by the Lessee shall be equal to the sum of such payment plus any additional amount that may be required so that after reduction by all Taxes and other charges imposed under any United States Federal, state and local law and, in the case of the Trustee, the Owner and any of its affiliates, and any related Indemnified Person with respect to any thereof, foreign law to the extent such Taxes are imposed with respect to a Unit solely as a result of the location or registration of such Unit in the foreign jurisdiction imposing such Taxes (taking into account any current credits or deductions arising therefrom) resulting either from the actual or constructive receipt or accrual of such payments and such additional amount, the sum of such payment and such additional amount shall be equal to the payment to be received or deemed to have been received.

SECTION 6.02. If a written claim is made against any Indemnified Person for any Taxes indemnified against under this Section 6, such Indemnified Person shall promptly notify the Lessee (it being understood, without prejudice to any other rights the Lessee may have in connection therewith, including any damages for failure to give notice, that the failure to give such notice shall not affect the Lessee's obligation hereunder to indemnify the Indemnified Person, unless such failure shall materially impair a contest of such claim). If reasonably requested by the Lessee in writing such Indemnified Person shall, at the expense and (at the Lessee's option) under the direction of the Lessee, contest in good faith the validity, applicability or amount of such Taxes by (a) resisting payment thereof if possible, (b) not paying the same except under protest, if protest is necessary and proper, and (c) if payment is made, using reasonable efforts to obtain a refund thereof in appropriate administrative or judicial proceedings, or both. The Lessee may also contest, at its own expense, the validity, applicability or amount of such Taxes in its own name or in the name of such Indemnified Person; provided that no proceeding or action relating to such contest in the name of such Indemnified Person shall be commenced (nor shall any pleading, motion, brief or other paper be submitted or filed in the name of such Indemnified Person in any such proceeding or action) without the prior written consent of such Indemnified Person, such consent not to be unreasonably withheld. If the Lessee exercises its option to pursue a contest in

the name of an Indemnified Person, such Indemnified Person shall cooperate with the Lessee in the pursuit of such contest. In no event shall any Indemnified Person be required nor the Lessee be permitted to contest or continue to contest the imposition of any Tax for which the Lessee is obligated to indemnify pursuant to this Section 6 unless (i) the Lessee shall have agreed to pay and shall pay such Indemnified Person all reasonable costs and expenses that such Indemnified Person incurs in connection with contesting such claim (including, without limitation, all costs, expenses, reasonable legal and accounting fees and disbursements), (ii) if such contest shall be conducted in a manner requiring the payment of the claim, the Lessee shall have advanced the amount thereof, (iii) in the Owner's reasonable opinion such contest will not result in any material danger of sale, forfeiture, loss or loss of use of any Unit unless the Lessee shall have put up a bond with respect to any loss resulting from such sale, forfeiture, loss or loss of use anticipated by the Owner and (iv) no Event of Default pursuant to Section 10.01(A) or (B) hereof shall have occurred and be continuing without the Lessee's having provided adequate security for its indemnity obligation with respect to the contest action to be undertaken. If such Indemnified Person shall obtain a refund (or would have obtained a refund but for a counterclaim or set-off with respect to Taxes not indemnified by the Lessee) of all or any part of such Taxes previously reimbursed by the Lessee in connection with any such contest or any amount representing interest thereon applicable to the amount paid by the Lessee and the period of such payment, such Indemnified Person shall pay to the Lessee the amount of such refund or interest (or the amount that would have been obtained as aforesaid) net of expenses; provided, however, any such reimbursement (except for such interest) to the Lessee will not exceed the amount of prior indemnification payments made by the Lessee to the reimbursing party; provided further, however, that no such amount shall be paid while an Event of Default pursuant to Sections 10.01(A) or (B) hereof shall have occurred and be continuing. Notwithstanding anything contained in this Section 6.02 an Indemnified Person (x) shall not be required nor shall the Lessee be permitted to contest or continue to contest in the name of an Indemnified Person the imposition of any Tax for which the Lessee is obligated to indemnify pursuant to this Section 6 if such Indemnified Person (i) shall waive in writing its right to indemnification under this Section 6 with respect to such Tax (and any claim made by any taxing authority with respect to other taxable periods that is based, in whole or in part, upon the resolution of such claim) and (ii) shall pay to the Lessee any amount previously paid or advanced by the Lessee pursuant to this Section 6 with respect to such Tax or the

contest of such Tax other than the expenses of the conduct of such contest and (y) shall retain control over the conduct of a contest (but, if the conditions set forth in this Section 6.02 are satisfied, shall pursue such contest) if such contest cannot be conducted independently of proceedings involving other claims against such Indemnified Person which claims are not indemnified by the Lessee hereunder.

SECTION 6.03. Any payment which the Lessee shall be required to make to or for the account of any Indemnified Person with respect to any Tax which is subject to indemnification under this Section 6 shall (A) reflect any current savings of such Indemnified Person resulting by way of deductions, credits or other tax benefits attributable to the payment (or accrual) of such indemnified Tax unless such deduction or credit or other tax benefit was taken into account in computing the payment that the Lessee is required to make with respect to any Tax that is subject to indemnification under this section by way of a deduction or credit against such Tax and (B) include the amount necessary to hold such Indemnified Person harmless on an after-tax basis (as defined in Section 6.01 hereof) from the amount of any United States Federal, state or local taxes required to be paid by such Indemnified Person as the result of any such payment. If, by reason of any Tax payment made to or for the account of an Indemnified Person by the Lessee pursuant to this Section 6, such Indemnified Person subsequently realizes a tax benefit, savings, deduction or credit (including a foreign tax benefit) not previously taken into account in computing such payment, such Indemnified Person shall promptly pay to the Lessee an amount equal to the sum of (I) the actual net reduction in Taxes, if any, realized by such Indemnified Person attributable to such deduction or credit and (II) the actual reduction in any Taxes realized by such Indemnified Person as the result of any payment made by such Indemnified Person pursuant to this sentence; provided, however, that such Indemnified Person shall not be obligated to make payment pursuant to this Section 6.03 to the extent that the amount of such payment would exceed (x) the amount of all prior payments made by the Lessee pursuant to this Section 6, less (y) the amount of all prior payments by such Indemnified Person to the Lessee pursuant to this Section 6.03, and any amount not paid pursuant to this clause shall be carried forward and reduce any subsequent obligations of the Lessee to indemnify such Indemnified Person. For purposes of the preceding sentence, applicable foreign tax benefits of any Indemnified Person shall be deemed to be utilized by such Indemnified Person as credits or deductions for any taxable year in accordance with the following priorities:

First, to the extent the ability of the Indemnified Person to use foreign tax benefits to reduce its liability for Federal income taxes is increased by reason of net foreign source taxable income attributable to any payment by the Lessee pursuant to this Section 6, such foreign tax benefits shall be deemed to be used prior to any other foreign tax benefits of the Indemnified Person;

Second, all foreign tax benefits other than those described in the next two clauses of this sentence;

Third, all available foreign taxes attributable to any leasing transaction entered into by such Indemnified Person with a lessee other than the Lessee and for which such Indemnified Person was indemnified or held harmless by anyone in such lease transaction (other than a lease transaction described in the next clause of this sentence) shall be deemed to be used on a pari passu basis with any foreign tax benefits attributable to any payment made to or for the account of such Indemnified Person pursuant to this Section 6; and

Fourth, all available foreign taxes attributable to any leasing transaction entered into by such Indemnified Person for which such Indemnified Person was indemnified or held harmless by anyone in such lease transaction and in which the tax benefit ordering rules applicable to such indemnification specifically provide that foreign taxes attributable to such transaction shall be taken into account last (and not on a pari passu basis as hereinabove stated).

SECTION 6.04 In case any report or return is required to be made with respect to any obligation of the Lessee under this Section 6 or arising out of this Section 6, the Lessee shall either make such report or return in such manner as will show the interests of the Trustee in the Units, or shall promptly notify the Trustee, the Owner and the Agent of such requirement and shall make such report or return in such manner as shall be satisfactory to the Trustee, the Owner and the Agent. All costs and expenses (including legal and accountants' fees) of preparing any such return or report shall be borne by the Lessee.

SECTION 6.05 All the obligations of the Lessee under this Section 6 shall survive and continue, but only with respect to periods included in the term of this Lease, notwithstanding payment in full of all amounts due under the CSA or the termination of this Lease. All amounts payable by the Lessee pursuant to this Section 6 shall be payable

directly to the Indemnified Person entitled to indemnification, except to the extent paid to a governmental agency or taxing authority (provided that any such Indemnified Person not a party to this Agreement shall, if requested by the Lessee, confirm in writing its obligations as described in this Section 6). If an Indemnified Person shall be entitled to a payment under the CSA with respect to which the Lessee has a corresponding obligation under this Section 6, then, to the extent reasonably necessary to preserve the rights of the Lessee under this Section 6 with respect to such Indemnified Person, the Trustee will cooperate with the Lessee in coordinating the corresponding provisions of Article 6 of the CSA and this Section 6 with respect thereto

SECTION 6.06 The Lessee shall furnish promptly, upon request, such information and data as are normally available to the Lessee and which the Agent or the Owner reasonably may require to permit compliance with the requirements of any taxing authorities.

SECTION 7.01. Casualty Occurrences; Terminations and Insurance. In the event that any Unit shall be or become lost or stolen for a period of more than 180 consecutive days, worn out, destroyed, or, in the reasonable good faith opinion of the Lessee, irreparably damaged or uneconomic to repair from any cause whatsoever, or returned to the Manufacturer because of an irreparable defect, taken or requisitioned by condemnation or otherwise for use by the United States Government or governmental authority (or purported authority) of the United States of America for a period of two years or more (or such shorter period as the Lessee shall elect but not less than one year) or anticipated to extend beyond the then remaining term of this Lease, or by any other governmental authority or purported governmental authority for a period in excess of 180 consecutive days or a period reasonably anticipated by the Lessee to extend beyond the then remaining term of this Lease or subject to any governmental or purported governmental rule, regulation or other action prohibiting the Lessee from using such Unit for a period in excess of 180 consecutive days ("Casualty Occurrence"), during the term of this Lease or until such Unit shall have been returned in the manner provided in Section 11 or Section 14 hereof, the Lessee shall within 30 days after the Lessee has determined that a Casualty Occurrence has occurred notify the Trustee and the Agent with respect thereto. On the rental payment date next succeeding the delivery of such notice, (or, in the event such rental payment date will occur within 15 days after delivery of notice, on the following rental payment date, or, in the event the term of this Lease has already expired or will expire within 15 days

after delivery of such notice, on a date within 15 days of such delivery) ("Casualty Payment Date"), the Lessee shall either (i) pay to the Trustee on such Casualty Payment Date a sum equal to the Casualty Value (as defined in Section 7.03) of such Unit as of such Casualty Payment Date together with any rental payment due in arrears on such Casualty Payment Date or (ii) transfer to the Trustee full legal, beneficial and unencumbered title to railroad rolling stock (Replacement Unit) of substantially similar utility and remaining useful life to the Unit suffering a Casualty Occurrence which shall have a then Fair Market Value (as defined in Section 13.05 hereof), as certified in writing by the Lessee, of not less than the Fair Market Value of the Unit suffering the Casualty Occurrence assuming said Unit was maintained in the condition required by this Lease. Upon the making of such payment by the Lessee in respect of any Unit, the rental for such Unit shall cease to accrue as of such Casualty Payment Date, the term of this Lease as to such Unit shall terminate and (except in the case of the loss, theft or complete destruction of such Unit) the Trustee shall be entitled to recover possession of such Unit. Prior to or at the time of any transfer of title to any Replacement Unit pursuant to this Section 7.01, the Lessee, at its own expense, shall promptly (a) furnish the Trustee with a bill of sale, in form and substance satisfactory to the Trustee and the Agent, with respect to such Replacement Unit, (b) enter into a supplement hereto, in form and substance satisfactory to the Trustee and the Agent, subjecting such Replacement Unit to this Lease, and cause such supplement, together with an appropriate supplement to the CSA and all such other documents and instruments to be filed and recorded in such manner and places as shall be necessary or appropriate to confirm the title and interest of the Agent and lien of the Agent pursuant to the CSA in respect of such Replacement Unit, (c) furnish the Trustee and the Agent with the evidence of title to such Replacement Unit, and (d) furnish the Trustee and the Agent with an opinion of Lessee's counsel to the effect that title to such Replacement Unit has been duly conveyed to the Trustee free and clear of all liens, encumbrances and rights of others (except the lien of the Lease and the CSA) and is duly leased hereunder and subject to the lien of the CSA.

SECTION 7.02. The Trustee hereby appoints the Lessee its agent to dispose of any Unit suffering a Casualty Occurrence or any component thereof, before or after the expiration of this Lease, at the best price obtainable on an "as is, where is" basis. Provided that the Lessee has previously paid the Casualty Value to the Trustee and is not in default hereunder or an event which after notice or lapse of time or both would become a default hereunder, the Lessee

shall be entitled to the proceeds of such sale to the extent they do not exceed the Casualty Value of such Unit, and shall pay any excess, less reasonable expenses incurred in connection therewith, to the Trustee. All proceeds due to the Lessee in respect to any AAR interline settlement in respect of a Casualty Occurrence shall be for the account of the Lessee provided the Lessee has paid the Casualty Value in respect thereof; but if the Lessee fails to pay such Casualty Value, all such proceeds shall be for the account of the Trustee.

SECTION 7.03. The Casualty Value of each Unit as of the Casualty Payment Date for each such Unit shall be that percentage of the Purchase Price of such Unit as is set forth in Schedule C hereto opposite such date.

SECTION 7.04. In the event of the requisition for use by the United States Government ("Government") of any Unit during the term of this Lease or any renewal thereof, unless such requisition shall constitute a Casualty Occurrence, all of the Lessee's obligations under this Lease with respect to such Unit shall continue to the same extent as if such requisition had not occurred, except that if such Unit is returned by the Government at any time after the end of the term of this Lease, the Lessee shall be obligated to return such Unit to the Trustee pursuant to Section 11 or Section 14 hereof, as the case may be, promptly upon such return by the Government rather than at the end of the term of this Lease; but the Lessee shall in all other respects comply with the provisions of said Section 11 or Section 14, as the case may be, with respect to such Unit. All payments received by the Trustee or the Lessee from the Government for the use of such Unit during the term of this Lease shall be paid over to, or retained, by the Trustee if an Event of Default (or other event which after notice or lapse of time or both would become an Event of Default) shall have occurred and be continuing and otherwise shall be retained by the Lessee. All payments received by the Trustee or the Lessee from the Government for the use of such Unit after the term of this Lease, shall be paid over to, or retained by, the Trustee.

SECTION 7.05. Except as hereinabove in this Section 7 provided, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Unit from and after delivery and acceptance thereof by the Lessee hereunder.

SECTION 7.06. In the event that the Lessee shall, in its sole good faith opinion as evidenced by a certificate

of an officer of the Lessee, determine that 50% or more of the Units of any Type within the Series A, Series B or Series C Equipment have become obsolete, surplus or uneconomic to its need, the Lessee shall have the right, at its option and on at least 180 days' prior written notice to the Trustee, to terminate (herein called a "Surplus Termination") this Lease as to all such Units as of any succeeding rent payment date specified in such notice (the "Termination Date"); provided, however, that (i) the Termination Date shall not be earlier than the seventh anniversary of the Closing Date for such Units, (ii) no Event of Default shall have occurred and be continuing and (iii) on the Termination Date each such Unit shall be in the same condition as if being redelivered pursuant to Section 14 hereof.

SECTION 7.07. During the period from the 30th day after the giving of such notice until the fifth business day preceding the Termination Date, the Lessee shall use its best efforts to obtain bids for the purchase of all Units in such Series subject to such Surplus Termination, and the Lessee shall at least five business days prior to such Termination Date certify to the Trustee the amount of each such bid and the name and address of the party (which shall not be a corporation or individual affiliated with the Lessee or any party from whom the Lessee or any such affiliate intends thereafter to lease or acquire such Unit) submitting such bid. The Trustee or the Owner may, but shall not be obligated to, solicit such bids. On the Termination Date the Trustee shall sell all such Units for cash to the bidder who shall have submitted the highest bid prior to the Termination Date. The total sale price realized at each such sale shall be applied to the prepayment of the C3A Indebtedness in accordance with Article 7 of the CSA and any balance shall be retained by the Trustee.

SECTION 7.08. In the event that the Lessee shall determine that this Lease should be terminated as to all the Series A Units, all the Series B Units or all the Series C Units, the Lessee shall have the right, at its option and on at least 180 days' prior written notice to the Trustee, to terminate (herein called a "Voluntary Termination") this Lease as to such Series as of the tenth anniversary of the Closing Date of such Series ("Termination Date"); provided, however, that no Event of Default shall have occurred and be continuing. Upon Voluntary Termination, the Lessee shall purchase all, but not less than all, Units of any such Series for the Termination Value.

SECTION 7.09. On the Termination Date, the Lessee shall pay to the Trustee (i) any rental payment due in arrears on such Termination Date, (ii) in the case of a

Surplus Termination, the excess, if any, of the Termination Value for each such Unit computed as of such date over the sale price of such Unit received by the Trustee after the deduction of all expenses incurred by the Trustee in connection with such sale, (iii) in the case of a Voluntary Termination, an amount equal to the Termination Value for each such Unit and (iv) an amount equal to the applicable prepayment premium payable pursuant to Article 7 of the CSA on such date in respect of the CSA Indebtedness to be prepaid by the Trustee on such date. The Termination Value of each such Unit as of the payment date on which payment is to be made shall be that percentage of the Purchase Price of such Unit as is set forth in Schedule C hereto opposite such date. In no event shall the aggregate amount received by the Trustee as aforesaid be less than the applicable CSA Termination Value (as defined in the CSA) as of such date.

SECTION 7.10. If no sale shall occur on the Termination Date, this Lease shall continue in full force and effect without change unless and until the Lessee pays to the Trustee all applicable amounts specified in Section 7.09 for each Unit subject to the Termination and returns each such Unit to the Trustee pursuant to Section 14 hereof.

SECTION 7.11. In the event of any such sale and the receipt by the Trustee of the applicable amounts specified in Section 7.09, the obligation of the Lessee to pay rent pursuant to Section 3 hereof in respect of such Unit on each rental payment date shall continue to and including the Termination Date but shall then terminate. The Trustee shall be under no duty to solicit bids, to inquire into the efforts of the Lessee to obtain bids or otherwise to take any action or incur any cost or expense in connection with any sale other than to transfer or to cause to be transferred all the Trustee's right, title and interest in and to such Unit to the purchaser named in the highest bid certified by the Lessee to the Trustee as above provided. Any such sale shall be free and clear of all the Lessee's rights to such Unit, but otherwise shall be made without warranties other than against the Trustee's acts.

SECTION 7.12. If the Lessee shall exercise its option to terminate as to any Unit pursuant to Section 7.06, the Trustee may, notwithstanding such election by the Lessee, by written notice to the Lessee given 90 days after the termination notice is given to the Trustee, elect to pay the balance of the CSA Indebtedness with respect to such Unit, in which case the Trustee shall be entitled to retain such Unit, the Lessee shall not be obligated to pay the Termination Value to the Trustee and this Lease shall terminate as to such Unit upon the payment of such balance

of such CSA Indebtedness. In the event the Trustee shall so elect to retain such Unit, the Lessee shall deliver such Unit to the Trustee in accordance with the provisions of Section 14 hereof.

SECTION 7.13. The Lessee will, at all times prior to the return of the Equipment to the Trustee, at its own expense, cause to be carried and maintained (i) property insurance in respect of the Units at the time subject hereto and (ii) public liability insurance with respect to third party personal and property damage. The Lessee will continue to carry the insurance described in clauses (i) and (ii) above in such amounts and for such risks and with such insurance companies and subject to such self-insured retention by it as is consistent with prudent industry practice taking into account, among other things, the Lessee's financial condition, but in any event not less comprehensive in amounts and against risks customarily insured against by the Lessee in respect of equipment owned or leased by it similar in nature to the Equipment. Notwithstanding anything to the contrary set forth herein, so long as no Event of Default shall have occurred and be continuing and so long as the guarantee by the Guarantor pursuant to Section 19 of the Participation Agreement shall be, and shall be required to be, in full force and effect, the Lessee shall have the right at all times not to carry the insurance discussed in clause (i) above. If at any time the Lessee shall carry less than \$50,000,000 of liability insurance pursuant to clause (ii) of the first sentence of this Section 7.13, then the Trustee may request a certificate of an independent insurance broker stating that the amount of insurance carried by Lessee is consistent with prudent industry practice or that liability insurance in excess of the amount then being carried is commercially unavailable. The Lessee shall pay the cost of such certificate. The proceeds of any property insurance shall be payable to the Agent, the Trustee and the Lessee, as their interests may appear, so long as any CSA Indebtedness shall not have been paid in full, and thereafter to the Trustee and the Lessee as their interests may appear. Each policy with respect to such insurance, as provided herein, shall (i) include the Trustee, in its individual and trust capacity, the Owner, the Agent and the Investors as additional insureds, as their respective interests may appear, (ii) not require premiums, commissions and assessments from any additional insured, (iii) not require contribution from any other insurance coverage purchased by any additional insured, (iv) provide that no cancellation or material change shall be effective as to any insured until at least 30 days after the Trustee's, the Owner's, the Agent's and the Investors' receipt of

written notice thereof, and (v) waive any right of subrogation against any additional insured.

The Trustee or the Owner may at its own expense (but shall have no duty or obligation to) carry insurance with respect to its interest in the Equipment, provided that such insurance does not prevent the Lessee from carrying insurance required by this Section 7.13 or adversely affect such insurance, the amount payable thereunder or the cost thereof. Any insurance payments received from policies maintained by the Trustee or the Owner at its own expense shall be retained by the Trustee or the Owner, respectively, without reducing or otherwise affecting the Lessee's obligations hereunder.

SECTION 8.01. Reports. On or before May 1 in each year, commencing with the calendar year 1990, the Lessee will furnish to the Trustee, the Owner and the Agent an accurate statement (a) setting forth as at the preceding December 31 the amount, description and numbers of all Units then leased hereunder and covered by the CSA, the amount, description and numbers of all Units that have suffered a Casualty Occurrence during the preceding calendar year or, in the case of the first such statement, since the date of this Lease (specifying the dates of such Casualty Occurrences) and (b) stating that, in the case of all Units repainted or repaired during the period covered by such statement, the numbers and the markings required by Section 5 hereof and the CSA have been preserved or replaced. The Trustee shall have the right (but not any obligation) by its agents to inspect the Units and the Lessee's records with respect thereto at such reasonable times as the Trustee may request during the continuance of this Lease.

SECTION 8.02. The Lessee will at its expense prepare and deliver to the Trustee within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Trustee) any and all reports (other than income tax returns except as provided in Section 6 hereof) to be filed by the Trustee with any Federal, state or other regulatory authority by reason of the ownership by the Trustee or the Agent of the Units or the leasing thereof to the Lessee.

SECTION 9.01. Disclaimer of Warranties; Compliance with Laws and Rules; Maintenance; Indemnification. THE TRUSTEE DOES NOT MAKE, HAS NOT MADE OR SHALL NOT BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE

UNITS OR ANY COMPONENT THEREOF DELIVERED TO THE LESSEE HEREUNDER, AND THE TRUSTEE DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS OR ANY COMPONENT THEREOF FOR ANY PARTICULAR PURPOSE OR AS TO TITLE TO THE UNITS OR ANY COMPONENT THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY UNIT OR ANY COMPONENT THEREOF (EITHER UPON DELIVERY THEREOF TO THE LESSEE OR OTHERWISE), it being agreed that all such risks, as between the Trustee and the Lessee, are to be borne by the Lessee; but the Trustee hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease, so long as no Event of Default shall have occurred and be continuing, to assert and enforce from time to time, in the name of and for the account of the Trustee and/or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights (including warranty or similar claims) the Trustee may have against the Manufacturer of any Units or any components thereof. The Lessee shall be obligated to assist diligently with respect to any such claims and to use the proceeds, if applicable, for the repair or restoration of the Units affected thereby. The Trustee shall have no responsibility or liability to the Lessee or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Units or by any inadequacy thereof or deficiency or defect therein or by any other circumstance in connection therewith including strict liability in tort; (ii) the use, operation or performance of any Units or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Units. The Lessee's delivery of a Certificate of Acceptance shall be conclusive evidence as between the Lessee and the Trustee that the Units described therein are in all the foregoing respects satisfactory to the Lessee; and the Lessee will not assert any claim of any nature whatsoever against the Trustee based on any of the foregoing matters.

SECTION 9.02. The Lessee will, for the benefit of the Trustee, the Owner and the Agent, comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each Unit) with all laws of the jurisdictions in which operations involving the Units may extend, with the Rules of the Association of American Railroads and with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction

over the Units, to the extent that such laws and rules affect the title, operation or use of the Units (all such laws and rules to such extent being hereinafter called "Applicable Laws") and in the event that Applicable Laws require any alteration, replacement, modification or addition of or to any part of any Unit, the Lessee will fully conform therewith at its own expense; provided, however, that the Lessee may upon written notice to the Trustee and the Agent, in good faith, contest the validity or application of any such Applicable Laws in any reasonable manner which does not, in the reasonable opinion of the Trustee or the Agent, adversely affect the property or rights of the Trustee or the Agent, respectively, under this Lease or under the CSA.

SECTION 9.03. The Lessee shall, at its own cost and expense, maintain and keep, or cause to be maintained and kept, each Unit (including any Parts (as defined in Section 9.05) installed on or replacements made to any Unit and considered an accession thereto as hereinbelow provided) which is subject to this Lease in as good a condition as when delivered, ordinary wear and tear excepted (a) in compliance with all Applicable Laws, (b) in compliance with standards sufficient to satisfy the applicable Manufacturer's warranty requirements, (c) in compliance with any applicable insurance policy requirements, and (d) in condition eligible for railroad interchange in accordance with interchange rules of the Association of American Railroads or other applicable regulatory bodies. The Lessee will maintain and use the Units in a manner consistent with Lessee's maintenance and usage of similar equipment owned by it, and the Lessee will not discriminate in the maintenance or use of the Units and such similar equipment on the basis of ownership. The Lessee shall use the Units only in the manner for which they were designed and intended. The Lessee will maintain or cause to be maintained any records, logs and other materials required by, and will prepare and file any reports required by, any governmental authority having jurisdiction to be maintained or filed in respect of the Units. The Lessee, at its own expense, will procure or cause to be procured and pay or cause to be paid for all permits, inspections and licenses necessary or appropriate in connection with the Units, the use or operation thereof or any repair, restoration, replacement, renewal, addition or improvement with respect thereto.

SECTION 9.04. The Lessee and its affiliates, at their own cost and expense, may from time to time make such other alterations, modifications and additions at any time attached or affixed to any Unit, the cost of which is not included in the Purchase Price of such Unit and which are

not required for the operation or use of such Unit by the Interstate Commerce Commission, the United States Department of Transportation or any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over such Unit (hereinafter collectively called "Additions") to the Units as the Lessee may deem desirable in the proper conduct of its business so long as such Additions shall not be inconsistent with the continuing operation of the Units and shall not diminish the remaining useful life, value or utility of the Units below the remaining useful life, value or utility thereof immediately prior to the making of such Additions, assuming the Units were then in the condition required to be maintained by the terms of this Lease.

SECTION 9.05. Title to all Parts (as herein below defined) incorporated in or installed as part of a Unit shall without further act vest in the Trustee and be subject to a valid first lien and prior perfected security interest under the CSA in the following cases: (i) such Part is in replacement of or in substitution for, and not in addition to, any Part originally incorporated in or installed as part of such Unit at the time of the acceptance thereof hereunder or any Part in replacement of, or in substitution for any such original Part, (ii) such Part is required to be incorporated in, or installed as part of, such Unit pursuant to the terms of Sections 9.02 or 9.03 and (iii) notwithstanding the provisions of paragraph 9.04, such Part cannot be readily removed from such Unit to which it relates without material damage thereto and without materially diminishing or impairing the value, utility or remaining useful life which such Unit shall have had at such time had such Addition not occurred. In all other cases, if no Event of Default, or event which with notice or lapse of time or both would constitute an Event of Default shall have occurred and be continuing, title to Parts incorporated in or installed as parts of the Units as a result of such Additions shall vest in the Lessee. The term Part for the purposes of this paragraph and Section 14 hereof shall be defined to include any appliance, part, instrument, accessory, furnishing or other equipment of any nature including any Additions which may from time to time be incorporated in or installed as part of any Unit.

SECTION 9.06. The Lessee shall pay, and shall protect, indemnify and hold each Indemnified Person, harmless from and against any and all causes of action, suits, penalties, claims, demands or judgments, of any nature whatsoever which may be imposed on, incurred by or asserted against any Indemnified Person (including any or all liabilities, obligations, damages, costs, disbursements, expenses

including without limitation attorneys' fees and expenses of any Indemnified Person relating thereto) in any way relating to or arising or alleged to arise out of this Lease, the Participation Agreement, the CSA or any other agreement or Certificates of Acceptance contemplated hereby, or the Units, including without limitation those in any way relating to or arising or alleged to arise out of (i) the manufacture, construction, purchase, acceptance, rejection, ownership, delivery, nondelivery, lease, possession, use, operation, condition, sale, return or other disposition of any Unit or portion thereof; (ii) any latent or other defects whether or not discoverable by any Indemnified Person or the Lessee; (iii) any claim for patent, trademark or copyright infringement; (iv) any claims based on strict liability in tort or imposed by statute; (v) any injury to or the death of any person or any damage to or loss of property on or near the Units or in any manner growing out of or concerned with, or alleged to grow out of or be connected with, the ownership, use, replacement, adaptation or maintenance of the Units or of any other equipment in connection with the Units (whether owned or under the control of the Trustee, the Lessee or any other person) or resulting or alleged to result from the condition of any thereof; (vi) any violation of any provision of this Lease or of any agreement, law, rule, regulation, ordinance or restriction, affecting or applicable to the Units or the leasing, ownership, use, replacement, adaptation or maintenance thereof (it being understood that this clause (vi) may not be the basis of a claim for indemnity hereunder if the violation is by the Indemnified Person in question); (vii) any claim arising out of any of the Trustee's obligations under the Lease Assignment, the CSA or the Participation Agreement, except to the extent such claim arises from an act or omission of the party claiming indemnification; or (viii) any claim arising out of the Agent's holding a security interest under the CSA or the Lease Assignment (all of which matters hereinabove set forth in this paragraph being hereinafter called "Indemnified Matters"; provided, however, that Indemnified Matters shall not include any matters which are (a) reasonably attributable to acts or events occurring after the term of this Lease, (b) taxes (whether or not indemnified by the Lessee under any other agreement or other Sections of this Lease) or (c) reasonably attributable, in the case of any particular Indemnified Person, to the gross negligence or wilful misconduct of such Indemnified Person). All payments hereunder shall be made directly to the Indemnified Person irrespective of whether an Event of Default shall have occurred hereunder. The Lessee shall be obligated under this Section 9, irrespective of whether any Indemnified Person shall also be indemnified with respect to the same matter under any other agreement by any other person,

and the Indemnified Person seeking to enforce the indemnification may proceed directly against the Lessee under this Section 9 without first resorting to any such other rights of indemnification. In case any action, suit or proceeding is brought against any Indemnified Person in connection with any Indemnified Matter, the Lessee may and, upon such Indemnified Person's request, will at the Lessee's expense resist and defend such action, suit or proceeding, or cause the same to be resisted or defended by counsel selected by the Lessee and approved by such Indemnified Person, as the case may be, and, in the event of any failure by the Lessee to do so, the Lessee shall pay all costs and expenses (including without limitation attorneys' fees and expenses) incurred by such Indemnified Person in connection with such action, suit or proceeding. In the event the Lessee is required to make any payment under this Section 9, the Lessee shall pay such Indemnified Person an amount which, after deduction of all taxes required to be paid by such Indemnified Person in respect of the receipt thereof under the laws of the United States or of any political subdivision thereof (after giving credit for any savings in respect of any such taxes by reason of deductions, credits or allowances in respect of the payment of the expense indemnified against, and of any other such taxes as determined in the sole discretion of the Indemnified Person), shall be equal to the amount of such payment. The Lessee and the Trustee each agrees to give each other promptly upon obtaining knowledge thereof written notice of any claim or liability hereby indemnified against. Upon the payment in full of any indemnities as contained in this Section 9 by the Lessee, and provided that no Event of Default (or other event which with lapse of time or notice or both would constitute an Event of Default) shall have occurred and be continuing, it shall be subrogated to any right of such Indemnified Person in respect of the Indemnified Matter against which indemnity has been given. Any payments received by such Indemnified Person from any person (except the Lessee) as a result of any Indemnified Matter with respect to which such Indemnified Person has been indemnified by the Lessee pursuant to this Section 9 shall be paid over to the Lessee to the extent necessary to reimburse the Lessee for indemnification payments previously made in respect of such matter.

SECTION 9.07. The indemnities contained in this Section 9 shall survive the expiration or termination of this Lease with respect to all events, facts, conditions or other circumstances occurring or existing prior to such expiration or termination and are expressly made for the benefit of, and shall be enforceable by any Indemnified Person. None of the indemnities in this Section 9 shall be

deemed to create any rights of subrogation in any insurer or third party against the Lessee or the Trustee therefor, from or under any Indemnified Person, whether because of any claim paid or defense provided for the benefit thereof or otherwise. The foregoing indemnities by the Lessee shall not constitute a guarantee by the Lessee of the payment of any installments of principal or interest payable under the CSA or a guarantee of the residual value of the Equipment.

SECTION 10.01. Default. If, during the continuance of this Lease, one or more of the following events (each such event being herein sometimes called an "Event of Default") shall occur:

A. payment of any part of the rental provided in Section 3.01 or Section 13 hereof or payment in respect of any Casualty Occurrence or Termination pursuant to Section 7 hereof shall not be made by or on behalf of the Lessee and such failure to make payment shall continue for 10 business days after the same shall become due; or

B. payment of any other amount payable hereunder or under the Participation Agreement and such failure shall continue for 20 business days after receipt by the Lessee of written notice thereof from the Trustee or the Agent; or

C. the Lessee shall fail to maintain the insurance coverage required by Section 7 hereof; or

D. default shall be made in the observance or performance of any other of the material covenants, conditions and agreements on the part of the Lessee contained herein or in the Participation Agreement or the Consent or on the part of the Guarantor under the Participation Agreement, and such default shall continue for 30 days after written notice from the Trustee or the Agent to the Lessee specifying the default and demanding that the same be remedied, unless the Lessee shall be diligently proceeding to correct such failure and such correction is accomplished within 120 days; or

E. any representation or warranty made by the Lessee herein or in the Consent or in the Participation Agreement or in any agreement, document or certificate delivered by the Lessee in connection herewith or therewith (other than the Indemnity Agreement or by the Guarantor in the Participation Agreement) shall prove to have been incorrect in any material respect when made or given, shall remain material when discovered

and the Lessee or the Guarantor shall not remedy the situation in a manner satisfactory to the Trustee within 30 days after written notice thereof from the Trustee; or

F. any proceeding shall be commenced by or against the Lessee or the Guarantor for any relief which includes, or might result in, any modification of the obligations of the Lessee under this Lease, the Participation Agreement or the Consent or of the Guarantor under the Participation Agreement under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustments of such obligations), and, unless such proceeding shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all such obligations of the Lessee and the Guarantor shall not be and shall not continue to be duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed (whether or not subject to ratification) for the Lessee or for the property of the Lessee in connection with any such proceeding in such manner that such obligations shall have the same status as expenses of administration and obligations incurred by such a trustee or trustees or receiver or receivers, within 60 days after such proceedings shall have been commenced;

then, in any such case, the Trustee at its option, may,

(a) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) by notice in writing to the Lessee terminate this Lease with respect to any or all of the Units, whereupon all rights of the Lessee to the use of such Units shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as herein provided; and thereupon the Trustee may by its agents enter upon the premises of the Lessee or other premises where any of such Units may be and take possession of all or any of such Units and thenceforth hold, possess, sell, operate, lease to others and enjoy the same free from any right of the Lessee, or its successors or assigns, to use such Units

for any purposes whatever and without any duty to account to the Lessee for such action or inaction or for any proceeds arising therefrom; but the Trustee shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) in respect of such Units and also to recover forthwith from the Lessee as damages for loss of the bargain and not as a penalty, an amount equal to the excess, if any, of the Casualty Value of each such Unit as of the rental payment date on or next preceding the date of termination over the amount the Trustee reasonably estimates to be the sales value (after deduction of all estimated expenses of such sale) of such Unit at such time; provided, however, that in the event the Trustee shall have sold any such Unit, the Trustee, in lieu of collecting any amounts payable to the Trustee by the Lessee as aforesaid, may, if it shall so elect, demand that the Lessee pay to the Trustee, and the Lessee shall pay to the Trustee on the date of such sale, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the excess, if any, of the Casualty Value for such Unit, as of the rental payment date on or next preceding the date of termination, over the net proceeds of such sale.

In addition, the Lessee shall be liable, except as otherwise provided above, for any and all unpaid amounts due hereunder before, during or after the exercise of any of the foregoing remedies and for all reasonable attorneys' fees and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of the Trustee's remedies with respect thereto, including all costs and expenses incurred in connection with the return of any Unit.

SECTION 10.02. The remedies in this Lease provided in favor of the Trustee shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity.

SECTION 10.03. The failure of the Trustee to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar

contingencies; and a waiver of any such right on one occasion shall not constitute a waiver of such right as to any other occasion and shall not be effective unless in writing signed by the Trustee.

SECTION 10.04. The Lessee also agrees to furnish the Trustee, the Owner and the Agent, promptly upon any responsible officer's acquiring actual knowledge of any condition which constitutes an Event of Default hereunder or which, after notice or lapse of time or both, would constitute such an Event of Default, written notice specifying such condition and the nature and status thereof. For the purposes of this Section 10, a "responsible officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of the Lessee, any corporate official of the Lessee who in the normal performance of his operational responsibilities would have knowledge of such matter and the requirements of this Lease with respect thereto.

SECTION 11.01. Return of Units Upon Default. If this Lease shall terminate in respect of any of the Units pursuant to Section 10 hereof, the Lessee shall forthwith deliver possession of such Units to the Trustee and shall give prompt telegraphic and written notice to the Association of American Railroads and all railroads having possession of any Unit so to return such Units. Each Unit returned to the Trustee pursuant to this Section 11 shall (i) be in the operating order, repair and condition required by this Lease, (ii) have attached or affixed thereto any Part title to which is in the Trustee pursuant to Section 9 hereof and have removed therefrom at Lessee's expense any Part or Addition title to which is in the Lessee or any other person pursuant to such Section 9, and (iii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, if applicable, or such comparable standards as may then be in effect. For the purpose of delivering possession of any such Unit or Units to the Trustee as above required, the Lessee shall at its own cost, expense and risk:

(a) forthwith and in the usual manner cause such Units to be transported to such location as shall reasonably be designated by the Trustee and there assembled,

(b) furnish and arrange for the Trustee to store such Units on any lines of railroad or premises approved by the Trustee until such Units have been sold, leased or otherwise disposed of by the Trustee, and

(c) cause such Units to be moved to such interchange point or points as shall be designated by the Trustee upon any sale, lease or other disposal of all or any of such Units.

The assembling, delivery, maintenance, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee (and the Lessee will during this period maintain the insurance required by Section 7 of this Lease to be maintained) and are of the essence of this Lease; and, upon application to any court of equity having jurisdiction in the premises, the Trustee shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. During any storage period, the Lessee will permit the Trustee or any person designated by it, including the authorized representative or representatives of any prospective purchaser or lessee of any such Unit, to inspect the same. In the event that any of the Units are sold, the Lessee shall pay to the Trustee the per diem interchange for each such Unit which shall not have been assembled, delivered and stored, as hereinbefore provided, by the date of such sale for each day from the date of such sale to the date of delivery to the purchaser thereof.

SECTION 11.02. Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 11, the Lessee hereby irrevocably appoints the Trustee as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Trustee, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be in possession of such Unit at the time.

SECTION 12.01. Assignment; Sublease; Possession and Use. This Lease shall be assignable in whole or in part by the Trustee without the consent of the Lessee; but the Lessee shall be under no obligation to any assignee of the Trustee other than the Agent, except upon written notice of such assignment from the Trustee. All the rights of the Trustee hereunder and obligations of the Lessee (including, but not limited to, the rights under Sections 6, 7 and 10 and the rights to receive the rentals payable under this Lease) shall inure to the benefit of the Owner and the Owner's and the Trustee's assigns.

SECTION 12.02. So long as (i) no Event of Default exists hereunder and (ii) the Lessee is complying with the provisions of this Lease and the Consent, the Lessee shall

be entitled to the quiet enjoyment and possession of the Units and also to sublease the Units to a sublessee or user incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof), upon lines of railroad owned or operated by a railroad company or companies incorporated in the United States of America (or any State thereof or the District of Columbia) or Canada (or any Province thereof) or Mexico, or over which such railroad company or companies have trackage rights or rights for operation of their trains, and upon connecting and other carriers in the usual interchange of traffic and pooling arrangements in the continental United States, only upon and subject and subordinate to all the terms and conditions of this Lease; provided, however, that if the Lessee subleases, uses or permits the use of any Unit in Mexico, the Lessee shall, except as otherwise provided in Section 15 hereof, first have taken all action which in the reasonable opinion of the Trustee and the Agent is necessary to protect the right, title and interest of the Trustee and the Agent in the Units to be so subleased or used.

SECTION 12.03. Any such sublease may provide that the sublessee, so long as it shall not be in default under such sublease, shall be entitled to the possession of the Units included in such sublease and the use thereof; provided, however, that every such sublease shall be subject and subordinate to the rights and remedies of the Agent under the CSA and the Trustee under this Lease in respect of the Units covered by such sublease upon the occurrence of an event of default thereunder or an Event of Default hereunder; and provided further, that the Lessee shall remain primarily liable for its obligations hereunder regardless of any such sublease.

SECTION 12.04. The Lessee, at its own expense, will as soon as possible cause to be duly discharged any lien, charge, security interest or other encumbrance (except any sublease or car contract as aforesaid and other than an encumbrance resulting from claims against the Trustee or the Agent not related to the ownership or leasing of, or the security interest of the Agent in, the Units) which may at any time be imposed on or with respect to any Unit including any accession thereto or the interest of the Trustee, the Owner, the Agent or the Lessee therein; provided, however, that the Lessee shall not be required to discharge any such lien, charge, security interest or other encumbrance so long as the Lessee is in good faith contesting the validity thereof and such contest does not, in the reasonable opinion of the Agent or the Trustee, interfere with their respective interests hereunder. The Lessee shall not, without the

prior written consent of the Trustee, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, or assign its rights hereunder, except to the extent permitted by the provisions of Section 12.

SECTION 12.05. Nothing in this Section 12 shall be deemed to restrict the right of the Lessee to assign or transfer its leasehold interest under this Lease in the Units or possession of the Units to any corporation or partnership (which shall have specifically assumed the obligations of the Lessee hereunder, under the Consent and under the Participation Agreement by an appropriate instrument in writing reasonably satisfactory to the Owner and the Agent) into or with which the Lessee shall have become merged or consolidated or which shall have acquired the property of the Lessee as an entirety or substantially as an entirety, provided that such assignee or transferee ("transferee") will not, upon the effectiveness of such merger, consolidation or acquisition ("transaction") be in default under any provision of this Lease, the Consent or the Participation Agreement. In the case of any such transaction, the obligations of the Guarantor under Section 19 of the Participation Agreement ("Guarantee") shall continue in effect except in the case in which the transferee has a debt credit rating at least equal to the credit debt rating of the Guarantor at the time of the transaction and giving effect thereto and except that the Owner and the Agent shall not unreasonably withhold their consent to a termination of the Guarantee if the transferee has a debt credit rating by Standard and Poors and Moodys, at the time of the transaction and giving effect thereto, of at least AA.

SECTION 13.01. Renewal Options and Purchase Options. Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may by written notice delivered to the Trustee not less than 180 days prior to the end of the original term of this Lease elect to extend the term of this Lease in respect of 50% or more of all Units of a particular Type within the Series A, Series B or Series C Units for one additional one-year period. The rents for such extended term shall be payable semiannually in arrears in an amount equal to the lesser of (a) 50% of the average semiannual rental payable during the Base Term or (b) the then Fair Market Rental thereof.

SECTION 13.02. Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may by written notice delivered to the Trustee not less than 180 days prior to the end of any

renewal term of this Lease with respect to Series A, Series B or Series C Units elect to extend the term of this Lease for a term consisting of increments of one year commencing on the scheduled expiration of the prior term with respect to all Units of any Type within such Series of Units then remaining under this Lease. The rents for such extended term shall be payable semiannually in arrears in an amount per Unit equal to the then Fair Market Rental thereof.

SECTION 13.03. Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may, by written notice delivered to the Trustee not less than the 180 days prior to the end of the original term of this Lease, elect to purchase at the expiration of the original term 50% or more of all Units of a Type within the Series A, Series B or Series C Units then covered by this Lease for an amount equal to 45% of the original Purchase Price thereof, which is estimated at the date of this Lease to be the fair market value thereof at the end of the Base Term.

SECTION 13.04. Provided that this Lease has not been earlier terminated and the Lessee is not in default hereunder, the Lessee may, by written notice delivered to the Trustee not less than the 180 days prior to the end of the original or the renewal term of this Lease, elect to purchase at the expiration of such original or renewal term any or all of the Units then covered by this Lease for an amount equal to the then Fair Market Value thereof.

SECTION 13.05. Fair Market Value (Fair Market Rental) shall be determined on the basis of, and shall be equal in amount to, the price which would obtain in an arm's-length transaction between an informed and willing buyer (lessee) and an informed and willing seller (lessor) under no compulsion to buy (lease) or sell (lease) and, in such determination, costs of removal from the location of current use shall not be a deduction from such price and it shall be assumed that all the Units have been assembled in one place and are not encumbered by this Lease. If, after 30 days from the giving of notice by the Lessee of the Lessee's election to purchase under Section 13.04 or lease under clause (b) of Section 13.01 or under Section 13.02 such Units, the Trustee and the Lessee are unable to agree upon a determination of the Fair Market Value (Fair Market Rental) of the Units, such Fair Market Value (Fair Market Rental) shall be determined in accordance with the foregoing definition by the following procedure: If either party to such determination shall have given written notice to the other requesting determination of such value by this

appraisal procedure, the parties shall consult for the purpose of appointing a qualified independent appraiser by mutual agreement. If no such appraiser is so appointed within 20 days after such notice is given, each party shall appoint an independent appraiser within 25 days after such notice is given, and the two appraisers so appointed shall within 30 days after such notice is given, appoint a third independent appraiser. If no such third appraiser is appointed within 30 days after such notice is given either party may apply, to make such appointment, to the American Arbitration Association, and both parties shall be bound by any appointment so made. Any appraiser or appraisers appointed pursuant to the foregoing procedure shall be instructed to determine the Fair Market Value (Fair Market Rental) of the Units within 45 days after his or their appointment. If the parties shall have appointed a single appraiser or if either party shall have failed to appoint an appraiser, the determination of Fair Market Value (Fair Market Rental) of the single appraiser appointed shall be final. If three appraisers shall be appointed, the determination of the appraiser which differs most from the other two appraisers shall be excluded, the remaining two determinations shall be averaged and such average shall be final and binding upon the parties hereto as the Fair Market Value (Fair Market Rental). The appraisal proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association as in effect on the date hereof, except as modified hereby. The provision for this appraisal procedure shall be the exclusive means of determining Fair Market Value (Fair Market Rental) and shall be in lieu of any judicial or other procedure for the determination thereof, and each party hereto hereby consents and agrees not to assert any judicial or other procedures. If the parties agree upon the decision of the first appraiser, the Lessee will pay the appraisal expenses. Otherwise, the expenses of the appraisal procedure shall be borne equally by the Lessee and the Trustee.

SECTION 14.01. Return of Units upon Expiration of Term. As soon as practicable on or after the termination of the term of this Lease as to any Units and in any event not later than 90 days after the termination of the term of this Lease, the Lessee will, at its own cost and expense, at the request of the Trustee, cause each Unit then subject to this Lease (other than any Unit which has been purchased by the Lessee hereunder or the term of the Lease as to which has been renewed hereunder) to be transported to such point or points (not in excess of four with not less than 50 units at any such point) as shall be selected by the Lessee and reasonably acceptable to the Trustee. The Lessee will assist the Trustee in obtaining storage tracks at

competitive rates until each such Unit is sold or otherwise disposed of by the Trustee. During the assembly period, the Lessee will be responsible for the cost of assembly and storing each such Unit and shall continue the insurance coverage required by this Lease during such assembly period and until such Unit is returned as required hereby. For each day after the termination of this Lease until each such Unit is returned as required hereby, the Lessee shall pay to the Trustee an amount equal to the per diem equivalent of the average semiannual rent payable with respect to such Unit during the immediately preceding term hereof. During the assembly period, the Lessee will permit the Trustee or any person designated by it, including the authorized representative or representatives of any prospective purchaser or lessee of such Unit, to inspect the same; provided, however, that the Lessee shall not be liable except in the case of negligence or intentional act of the Lessee or of its employees or agents and, except to the extent otherwise provided by law, for any injury to or the death of any person exercising, either on behalf of the Trustee or any prospective purchaser or lessee, the rights of inspection granted under this sentence. The assembly, delivery, and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Trustee shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to cause the assembly, delivery, storage and transporting of the Units.

SECTION 14.02. Each Unit returned to the Trustee pursuant to this Section 14 shall (i) be in the same operating order, repair and condition as required by this Lease and (ii) have attached or affixed thereto any Part title to which is in the Trustee pursuant to Section 9 hereof and have removed therefrom at Lessee's expense any Part or Addition title to which is in the Lessee or any other person pursuant to such Section 9.

SECTION 15.01. Recording. The Lessee, at its own expense, will cause this Lease, the CSA, the Lease Assignment and any assignment hereof or thereof to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C.

11303 and deposited with the Registrar General of Canada (and notice of such deposit to be given forthwith in The Canada Gazette) pursuant to Section 86 of the Railway Act of Canada. The Lessee will, at its own expense, undertake the filing, registering, deposit, and recording required of the Trustee under the CSA and will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record (and will refile, re-register,

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deposit and redeposit or rerecord whenever required) any and all further instruments required by law or reasonably requested by the Trustee or the Agent for the purpose of proper protection, to their satisfaction, of the Agent's and the Trustee's respective interests in the Units, or for the purpose of carrying out the intention of this Lease, the CSA or the Lease Assignment; provided, however, that the Lessee shall not be required to take any such action in Mexico if (1) the Lessee deems such action to be unduly burdensome, (2) after giving effect to the failure to take such action, the Lessee has taken all action required by law to protect the title of the Trustee to and the security interest of the Agent in Units having a Purchase Price (as defined in Article 4 of the CSA) of not less than 85% of the aggregate Purchase Price of all the Units then subject to this Lease, and (3) any Unit at any time located in such jurisdiction shall have been marked with the markings specified in Section 5 hereof.

SECTION 15.02. The Lessee will promptly furnish to the Agent and the Trustee evidence of all such filing, registering, depositing or recording, and an opinion or opinions of counsel for the Lessee with respect thereto satisfactory to the Trustee and the Agent .

SECTION 16. Trustee's Right to Perform for the Lessee. If the Lessee fails to perform or comply with any of its agreements contained herein, the Trustee may upon notice to the Lessee itself perform or comply with such agreement, and the amount of the reasonable cost and expenses of the Trustee incurred in connection with such performance or compliance, together with interest on such amount at the rate equal to the applicable Debt Rate for the first Closing plus 1% per annum ("Overdue Rate"), shall be payable by the Lessee upon demand. No such performance or compliance by the Trustee shall be deemed a waiver of the rights and remedies of the Trustee against the Lessee hereunder or be deemed to cure the default of the Lessee hereunder.

SECTION 17. Interest on Overdue Rentals. Anything to the contrary herein contained notwithstanding, any nonpayment of rentals and other obligations due hereunder shall result in the obligation on the part of the Lessee promptly to pay an amount equal to interest at the Overdue Rate per annum on the overdue rentals and other obligations for the period of time during which they are overdue or such lesser amount as may be legally enforceable.

SECTION 18. Notices. Any notice required or permitted to be given by any party hereto to any other party or parties shall be deemed to have been received by the

addressee on the date of actual receipt (if such date is a Business Day, otherwise on the next Business Day), if transmitted by mail, telex, telecopy or similar transmission, or by express courier service or by hand, addressed as follows:

if to the Trustee, at 777 Main Street, Hartford, Connecticut 06115, Attention of Corporate Trust Administration;

if to the Lessee, at 200 East Randolph Drive, Chicago, Illinois 60601, attention of R. F. Mangel, Jr., Director, Transportation and Distribution, Mail Code 4105A;

or addressed to any party at such other address as such party shall hereafter furnish to the other parties in writing. Any certificate, document or report required to be furnished by any party hereto to the other parties shall be delivered to the address set forth above or so furnished for such party. Any notice to the Lessee by the Agent regarding the Lessee's failure to perform any obligation hereunder shall also be furnished by the Lessee to the Trustee.

SECTION 19. Immunities. Each and all of the representations, warranties, covenants and agreements herein made on the part of the financial institution acting as Trustee hereunder are made and intended not as personal representations, warranties, covenants and agreements by said institution or for the purpose or with the intention of binding said institution personally but are made and intended for the purpose of binding only the Trust Estate (as such term is used in the Trust Agreement) and (except as aforesaid) this agreement is executed and delivered by said institution solely in the exercise of the powers expressly conferred upon said institution as trustee under the Trust Agreement; and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said institution on account of any representation, warranty, covenant or agreement herein of the Trustee (except in the case of gross negligence or willful misconduct of the Trustee), either expressed or implied, all such personal liability, if any, being expressly waived and released by the Lessee and by all persons claiming by, through or under the Lessee; provided, however, that the Lessee or any person claiming by, through or under the Lessee making claim hereunder may look to said Trust Estate for satisfaction of the same.

SECTION 20. Severability; Effect and Modification of Lease; Third Party Beneficiaries. Any provision of this

Lease which is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof; and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Lease exclusively and completely states the rights of the Trustee and the Lessee with respect to the leasing of the Units and supersedes all other agreements, oral or written, with respect thereto, except the Participation Agreement. Subject to the last sentence of the first paragraph of Article 22 of the CSA, no variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized signatories for the Trustee and the Lessee.

Nothing in this Lease shall be deemed to create any right in any person not a party hereto (other than the Trustee, the Owner, the Agent, the Investors and the permitted successors and assigns of such parties, each of which shall be deemed to be a third party beneficiary hereof) and this instrument shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party except as aforesaid.

SECTION 21. Execution. This Lease may be executed in several counterparts, such counterparts together constituting but one and the same instrument, but the counterpart delivered to the Agent shall be deemed to be the original counterpart. Although for convenience this Lease is dated as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates shown under their signatures.

SECTION 22. Law Governing. The terms of this Lease and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. 11303, such additional rights arising out of the filing, recording or depositing of this Lease and any assignment hereof as shall be conferred by the laws of the several jurisdictions in which the same shall be filed, recorded or deposited, or in which any Units shall be located, and any rights arising out of the markings on the Units.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

AMOCO CHEMICAL COMPANY,

by



Name:

Title:

Executed on ~~August~~ ^{September} 5, 1989.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity,
but solely as Trustee,

by

Name:

Title:

Executed on August , 1989.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

AMOCO CHEMICAL COMPANY,

by

Name:

Title:

Executed on August , 1989.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity,
but solely as Trustee,

by



Name:
Title: **ANDREA TURLO**
VICE PRESIDENT

Executed on September 13 , 1989.

[90616]

SCHEDULE A TO LEASE

<u>Manufacturer</u>	<u>Car Type</u>	<u>Specifications</u>	<u>Number of Cars</u>	<u>Car Numbers (Inclusive)</u>	<u>Estimated Purchase Price</u>	<u>Total</u>
<u>Trinity Industries Inc.</u>						
23,500 gallon general purpose tank cars	A	Trinity File No. 8855	60	AMCX 123001-123060	\$58,333	\$3,500,000*
6,150 cubic foot covered hopper cars	D	Trinity PSM-1059	61	AMCX 104125-104185	50,820	3,100,000*
6,150 cubic foot covered hopper cars	C	Trinity File No. 2082	125	AMCX 104000-104124	63,200	7,900,000*
20,000 gallon tank cars with special linings for maleic anhydride service	F	Trinity File No. 8932	6	AMCX 120027-120032	66,667	400,000*
<u>ACF</u>						
5,800 cubic foot plastic pellet cars	B	ACF 88-0A0-104 5/13/88	60	AMCX 107865-107924	65,000	3,900,000
5,250 cubic foot covered hopper cars	E	ACF 89-0A0-052 1/19/89	160	AMCX 106040-106199	67,500	10,800,000
						<u>\$29,600,000</u>
Total			<u>472</u>			

* Deliveries F.O.B. Trinity plant.

Series A Units
Basic Rent Schedule
Percentage of Purchase Price*

Date	Arrears Rent	Advance Rent	Total Rent
8/27/1990	.000000	.000000	.000000
2/27/1991	8.678182	.000000	8.678182
8/27/1991	.000000	.000000	.000000
2/27/1992	8.678182	.000000	8.678182
8/27/1992	.000000	.000000	.000000
2/27/1993	8.678182	.000000	8.678182
8/27/1993	.000000	.000000	.000000
2/27/1994	8.678182	.000000	8.678182
8/27/1994	.000000	.000000	.000000
2/27/1995	8.678182	.000000	8.678182
8/27/1995	3.498284	.000000	3.498284
2/27/1996	5.179897	.000000	5.179897
8/27/1996	3.414203	.000000	3.414203
2/27/1997	5.263978	.000000	5.263978
8/27/1997	3.321715	.000000	3.321715
2/27/1998	5.356467	.000000	5.356467
8/27/1998	3.231544	.000000	3.231544
2/27/1999	5.446637	4.949235	10.395872
8/27/1999	.000000	3.728947	3.728947
2/27/2000	.000000	6.849021	6.849021
8/27/2000	.000000	3.757217	3.757217
2/27/2001	.000000	8.080934	8.080934
8/27/2001	.000000	2.525304	2.525304
2/27/2002	.000000	8.264734	8.264734
8/27/2002	.000000	2.341504	2.341504
2/27/2003	.000000	8.460124	8.460124
8/27/2003	.000000	2.146114	2.146114
2/27/2004	.000000	8.671200	8.671200
8/27/2004	.000000	1.935038	1.935038
2/27/2005	.000000	9.025735	9.025735
8/27/2005	.000000	1.580503	1.580503
2/27/2006	.000000	9.417590	9.417590
8/27/2006	.000000	1.188648	1.188648
2/27/2007	.000000	9.850692	9.850692
8/27/2007	.000000	.755546	.755546
2/27/2008	.000000	10.329384	10.329384
8/27/2008	.000000	.276854	.276854
2/27/2009	.000000	10.606237	10.606237
8/27/2009 **	.000000	.000000	.000000
Total	78.103635	114.740561	192.844196

*As defined in Article 4 of the CSA. This Schedule assumes interest rate is 10% on CSA Indebtedness.

**Termination Date.

Series B Units
Basic Rent Schedule
Percentage of Purchase Price*

Date	Arrears Rent	Advance Rent	Total Rent
12/14/1990	.000000	.000000	.000000
6/14/1991	8.598184	.000000	8.598184
12/14/1991	.000000	.000000	.000000
6/14/1992	8.598184	.000000	8.598184
12/14/1992	.000000	.000000	.000000
6/14/1993	8.598184	.000000	8.598184
12/14/1993	.000000	.000000	.000000
6/14/1994	8.598184	.000000	8.598184
12/14/1994	.000000	.000000	.000000
6/14/1995	8.598184	.000000	8.598184
12/14/1995	3.426043	.000000	3.426043
6/14/1996	5.172141	.000000	5.172141
12/14/1996	3.338738	.000000	3.338738
6/14/1997	5.259446	.000000	5.259446
12/14/1997	3.242703	.000000	3.242703
6/14/1998	5.355482	.000000	5.355482
12/14/1998	3.165904	.000000	3.165904
6/14/1999	5.432281	4.452498	9.884779
12/14/1999	.000000	4.145687	4.145687
6/14/2000	.000000	6.946117	6.946117
12/14/2000	.000000	3.562352	3.562352
6/14/2001	.000000	7.950942	7.950942
12/14/2001	.000000	2.557527	2.557527
6/14/2002	.000000	8.129405	8.129405
12/14/2002	.000000	2.379064	2.379064
6/14/2003	.000000	8.322653	8.322653
12/14/2003	.000000	2.185816	2.185816
6/14/2004	.000000	8.645644	8.645644
12/14/2004	.000000	1.862825	1.862825
6/14/2005	.000000	9.002635	9.002635
12/14/2005	.000000	1.505834	1.505834
6/14/2006	.000000	9.397203	9.397203
12/14/2006	.000000	1.111266	1.111266
6/14/2007	.000000	9.833305	9.833305
12/14/2007	.000000	.675164	.675164
6/14/2008	.000000	10.315312	10.315312
12/14/2008	.000000	.193157	.193157
6/14/2009	.000000	10.508468	10.508468
12/14/2009**	.000000	.000000	.000000
Total	77.383658	113.682874	191.066532

*As defined in Article 4 of the CSA. This Schedule assumes interest rate is 10% on CSA Indebtedness.

**Termination Date.

Series C Units
Basic Rent Schedule
Percentage of Purchase Price*

Date	Arrears Rent	Advance Rent	Total Rent
7/ 2/1991	.000000	.000000	.000000
1/ 2/1992	8.707678	.000000	8.707678
7/ 2/1992	.000000	.000000	.000000
1/ 2/1993	8.707678	.000000	8.707678
7/ 2/1993	.000000	.000000	.000000
1/ 2/1994	8.707678	.000000	8.707678
7/ 2/1994	.000000	.000000	.000000
1/ 2/1995	8.707678	.000000	8.707678
7/ 2/1995	.000000	.000000	.000000
1/ 2/1996	8.707678	.000000	8.707678
7/ 2/1996	3.526274	.000000	3.526274
1/ 2/1997	5.181405	.000000	5.181405
7/ 2/1997	3.443517	.000000	3.443517
1/ 2/1998	5.264161	.000000	5.264161
7/ 2/1998	3.352485	.000000	3.352485
1/ 2/1999	5.355193	.000000	5.355193
7/ 2/1999	3.690640	.000000	3.690640
1/ 2/2000	5.017038	5.226673	10.243711
7/ 2/2000	.000000	3.481004	3.481004
1/ 2/2001	.000000	6.935000	6.935000
7/ 2/2001	.000000	3.707288	3.707288
1/ 2/2002	.000000	8.115316	8.115316
7/ 2/2002	.000000	2.526972	2.526972
1/ 2/2003	.000000	8.299582	8.299582
7/ 2/2003	.000000	2.342706	2.342706
1/ 2/2004	.000000	8.495698	8.495698
7/ 2/2004	.000000	2.146590	2.146590
1/ 2/2005	.000000	8.704661	8.704661
7/ 2/2005	.000000	1.937627	1.937627
1/ 2/2006	.000000	9.054094	9.054094
7/ 2/2006	.000000	1.588194	1.588194
1/ 2/2007	.000000	9.447036	9.447036
7/ 2/2007	.000000	1.195252	1.195252
1/ 2/2008	.000000	9.881340	9.881340
7/ 2/2008	.000000	.760948	.760948
1/ 2/2009	.000000	10.361361	10.361361
7/ 2/2009	.000000	.280927	.280927
1/ 2/2010	.000000	10.642288	10.642288
7/ 2/2010 **	.000000	.000000	.000000
Total	78.369103	115.130557	193.499660

*As defined in Article 4 of the CSA. This Schedule assumes interest rate is 10% on CSA Indebtedness.

**Termination Date.

Series A Units
Termination and Casualty Values*

<u>Date</u>	<u>Termination Values</u>	<u>Casualty Values</u>
2/27/90	106.7833869	106.7833869
8/27/90	112.1959847	112.1959847
2/27/91	108.6384849	108.6384849
8/27/91	113.4709748	113.4709748
2/27/92	109.4432735	109.4432735
8/27/92	113.8830575	113.8830575
2/27/93	109.5173568	109.5173568
8/27/93	113.6624688	113.6624688
2/27/94	109.0420001	109.0420001
8/27/94	112.9407195	112.9407195
2/27/95	108.0672710	108.0672710
8/27/95	108.1244383	108.1244383
2/27/96	106.4491890	106.4491890
8/27/96	106.4557452	106.4557452
2/27/97	104.6127249	104.6127249
8/27/97	104.6196787	104.6196787
2/27/98	102.5920899	102.5920899
8/27/98	102.5994673	102.5994673
2/27/99	100.3919777	100.3919777
8/27/99	98.3601156	98.3601156
2/27/ 0	97.5487735	97.5487735
8/27/ 0	93.4577334	93.4577334
2/27/ 1	92.4587443	92.4587443
8/27/ 1	86.9119257	86.9119257
2/27/ 2	86.9440474	86.9440474
8/27/ 2	81.0301669	81.0301669
2/27/ 3	81.0716329	81.0716329
8/27/ 3	74.7675390	74.7675390
2/27/ 4	74.8187272	74.8187272
8/27/ 4	68.0964999	68.0964999
2/27/ 5	68.1771449	68.1771449
8/27/ 5	60.9171354	60.9171354
2/27/ 6	61.2108382	61.2108382
8/27/ 6	53.4003310	53.4003310
2/27/ 7	53.9484487	53.9484487
8/27/ 7	45.5495130	45.5495130
2/27/ 8	46.3997535	46.3997535
8/27/ 8	37.3723283	37.3723283
2/27/ 9	38.5216650	38.5216650
8/27/ 9	28.9690652	28.9690652
2/27/10	29.9999984	29.9999984

* The Termination Value and the Casualty Value of each Unit as of any date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite such date. This schedule assumes the interest rate is 10% on the CSA Indebtedness.

Series B Units
Termination and Casualty Values*

<u>Date</u>	<u>Termination Values</u>	<u>Casualty Values</u>
6/14/90	106.6748540	106.6748540
12/14/90	111.8144769	111.8144769
6/14/91	108.0606959	108.0606959
12/14/91	112.6480058	112.6480058
6/14/92	108.4748120	108.4748120
12/14/92	112.7040768	112.7040768
6/14/93	108.2213618	108.2213618
12/14/93	112.1789046	112.1789046
6/14/94	107.4494117	107.4494117
12/14/94	111.1508255	111.1508255
6/14/95	106.1738400	106.1738400
12/14/95	106.1800199	106.1800199
6/14/96	104.4402872	104.4402872
12/14/96	104.4468449	104.4468449
6/14/97	102.5328912	102.5328912
12/14/97	102.5398467	102.5398467
6/14/98	100.4342300	100.4342300
12/14/98	100.4416090	100.4416090
6/14/99	98.1828344	98.1828344
12/14/99	96.6514001	96.6514001
6/14/ 0	95.4270132	95.4270132
12/14/ 0	91.2543509	91.2543509
6/14/ 1	90.4657021	90.4657021
12/14/ 1	85.0810987	85.0810987
6/14/ 2	85.0932991	85.0932991
12/14/ 2	79.3523063	79.3523063
6/14/ 3	79.3687067	79.3687067
12/14/ 3	73.2417867	73.2417867
6/14/ 4	73.2772562	73.2772562
12/14/ 4	66.6174758	66.6174758
6/14/ 5	66.8345327	66.8345327
12/14/ 5	59.6671747	59.6671747
6/14/ 6	60.1092893	60.1092893
12/14/ 6	52.3988436	52.3988436
6/14/ 7	53.1084266	53.1084266
12/14/ 7	44.8172813	44.8172813
6/14/ 8	45.8429235	45.8429235
12/14/ 8	36.9313030	36.9313030
6/14/ 9	38.2502725	38.2502725
12/14/ 9	28.8760462	28.8760462
6/14/10	30.0000000	30.0000000

* The Termination Value and the Casualty Value of each Unit as of any date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite such date. This schedule assumes the interest rate is 10% on the CSA Indebtedness.

Series C Units
Termination and Casualty Values*

<u>Date</u>	<u>Termination Values</u>	<u>Casualty Values</u>
1/ 2/91	106.8430674	106.8430674
7/ 2/91	112.2799867	112.2799867
1/ 2/92	108.7475179	108.7475179
7/ 2/92	113.6508671	113.6508671
1/ 2/93	109.6573958	109.6573958
7/ 2/93	114.1622361	114.1622361
1/ 2/94	109.8274175	109.8274175
7/ 2/94	114.0342278	114.0342278
1/ 2/95	109.4430467	109.4430467
7/ 2/95	113.4074526	113.4074526
1/ 2/96	108.5692122	108.5692122
7/ 2/96	108.6604443	108.6604443
1/ 2/97	107.0180643	107.0180643
7/ 2/97	107.0246205	107.0246205
1/ 2/98	105.2107284	105.2107284
7/ 2/98	105.2176822	105.2176822
1/ 2/99	103.2221384	103.2221384
7/ 2/99	102.7993165	102.7993165
1/ 2/ 0	101.0503166	101.0503166
7/ 2/ 0	98.7606487	98.7606487
1/ 2/ 1	98.2168856	98.2168856
7/ 2/ 1	94.0427276	94.0427276
1/ 2/ 2	93.0965323	93.0965323
7/ 2/ 2	87.5169993	87.5169993
1/ 2/ 3	87.5423301	87.5423301
7/ 2/ 3	81.5948019	81.5948019
1/ 2/ 4	81.6277495	81.6277495
7/ 2/ 4	75.2885576	75.2885576
1/ 2/ 5	75.3295719	75.3295719
7/ 2/ 5	68.5751223	68.5751223
1/ 2/ 6	68.6396490	68.6396490
7/ 2/ 6	61.3303061	61.3303061
1/ 2/ 7	61.5978025	61.5978025
7/ 2/ 7	53.7326228	53.7326228
1/ 2/ 8	54.2515139	54.2515139
7/ 2/ 8	45.7917686	45.7917686
1/ 2/ 9	46.6091939	46.6091939
7/ 2/ 9	37.5139074	37.5139074
1/ 2/10	38.6273558	38.6273558
7/ 2/10	29.0014246	29.0014246
1/ 2/11	30.0000016	30.0000016

* The Termination Value and the Casualty Value of each Unit as of any date shall be that percentage of the Purchase Price of such Unit as is set forth in the above schedule opposite such date. This schedule assumes the interest rate is 10% on the CSA Indebtedness.

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, Laurance V. Goodrich, a member of the Bar of the State of New York, do hereby certify that I have compared the attached copies of the attached documents with an executed original counterpart thereof and find the said attached copies to be in all respects true, correct and complete copies of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereunto
affixed his signature this 13th day of September, 1989.

Laurance V. Goodrich

Subscribed and sworn to
before me this 13th day
of September, 1989.

Caryn W. Sherman
Notary Public

My Commission expires:

CARYN W. SHERMAN
Notary Public, State of New York
No. 31-4633991
Qualified in New York County
Commission Expires August 31, 1990